

**Me2B Alliance Inc.**  
**(“Me2B Alliance”)**

**Intellectual Property Rights Policy**  
**(“IPR Policy”)**

1) **Definitions.** If not otherwise defined in this IPR Policy or in the Bylaws of Me2B Alliance, capitalized terms used in this IPR Policy shall have the meanings ascribed to them as follows.

“**Affiliate**” means any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with a particular entity for so long as such ownership exists. For purposes of the foregoing definition, “own,” “owned,” or “ownership” shall mean holding ownership of, or the right to vote, more than fifty percent (50.0%) of the voting stock or ownership interest entitled to elect a board of directors or a comparable managing authority.

“**Contribution**” means the following, owned or licensable by a Member, as found or incorporated in any Final Specification, whether or not intentionally introduced or directly advocated for inclusion in such Final Specifications by such Member:

- i) Essential Claims;
- ii) Works of authorship, including, but not limited to, textual and audiovisual works (a “**Copyright Contribution**”); and
- iii) Software, including source code (a “**Software Contribution**”).

“**Draft Specification**” means all versions of a technical specification or other similar work item taken up by a Working Group prior to being designated a Final Specification.

“**Essential Claim**” means claims of all patents now or later issued, and patent applications now or later filed, under the laws of any country that are necessarily infringed by implementing any portion of a Final Specification. An Essential Claim is “necessarily infringed” only when there is no other technically reasonable non-infringing alternative for implementing a Final Specification. Notwithstanding the foregoing, the following are expressly excluded from, and shall not be deemed to constitute Essential Claims:

- i) any claims other than as set forth above even if contained in the same patent as Essential Claims;
- ii) claims which would be infringed only by:
  - a) portions of an implementation that are not specified in the normative portions of a [Final Specification], or
  - b) enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Final Specification and are not themselves expressly set forth in the Final Specification (*e.g.*, semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like); or
  - c) the implementation of technology developed elsewhere and merely incorporated by reference in the body of a Final Specification.
- iii) design patents and design registrations.

“**Final Specification**” means a Draft Specification which has been advanced by the applicable Working Group to version 1.0 or later and has been approved by the Board of Directors for publication by Me2B Alliance as a Me2B Alliance Final Specification.

2) **Intellectual Property Licensing Commitment – Copyright Contributions.** Each Member (including its Affiliates) shall grant to Me2B Alliance and each other member of Me2B Alliance a license to its Copyright Contributions under the terms of the Creative Commons Attribution 4.0 International Public License as found at: <https://creativecommons.org/licenses/by/4.0/legalcode> (“**CC Public License**”). For purposes of the license grant under this Section 2, each Copyright Contribution shall be considered “Licensed Material” as defined in the CC Public License.

3) **Intellectual Property Licensing Commitment – Software Contributions.** Each Member (including its Affiliates) shall grant a license to its Software Contributions as follows:

- a) To Me2B Alliance and its members, under the terms of the GNU General Public License (Version 3, 29 June 2007; the “**GPL**”) found at: <https://www.gnu.org/licenses/gpl-3.0.html>, as modified by the GNU Lesser General Public License (Version 3, 29 June 2007; the GPL, as modified, the “**LGPL**”) found at: <https://www.gnu.org/licenses/lgpl-3.0.en.html>. For purposes of the license grant under this Section 3(a), each Software Contribution shall be considered a “Program”, or “Library”, as applicable, as defined in the GPL and LGPL, respectively);
- b) To all other parties, under the terms of the GNU Affero General Public License (Version 3, 19 November 2007; the “**AGPL**”) found at <https://www.gnu.org/licenses/agpl-3.0.en.html>. For purposes of the license grant under this Section 3(b), each Software Contribution shall be considered a “Program” as defined in the AGPL.

4) **Intellectual Property Licensing Commitment – Essential Claims.** Each Member (including its Affiliates; collectively, a “**Licensor**”) shall grant a non-assignable, non-sublicensable, royalty-free license to its Essential Claims to make, have made, use, sell, have sold, offer to sell, import, and distribution and dispose of implementations of a Final Specification, such license being subject to the following conditions:

- a) it shall be available to Me2B Alliance, all Members, and any other party (each, a “**Licensee**”);
- b) it shall extend to all Essential Claims of Licensor implicated in each applicable Final Specification;
- c) it may be conditioned on the grant of a reciprocal royalty-free license to all Essential Claims owned or controlled by Licensee from Licensor. A reciprocal license may be required to be available to all, and a reciprocal license may itself be conditioned on a further reciprocal license from all;
- d) it may not be conditioned on payment of royalties, fees, or other financial remuneration.
- e) it may be suspended with respect to any Licensee when Licensor is sued by such Licensee for infringement of claims essential to implement any Final Specification;
- f) it may not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on behavior of the Licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship, including, but not limited to choice of law and dispute resolution;
- g) it shall not be considered accepted by an implementer who manifests an intent not to accept the terms of a license complying with this Section 4 as offered by the Licensor;
- h) it shall be made available by the Licensor as long as each applicable Final Specification is in effect. The term of such license shall be for the life of the patents in question, subject to the limitations of Section 4(i) below;
- i) if the Final Specification is rescinded by Me2B Alliance, then no new licenses need be granted, but any licenses granted before the applicable Final Specification was rescinded shall remain in effect

5) **Opting Out of the Intellectual Property Commitment for Essential Claims.** Prior to the adoption by the Me2B Alliance of a Draft Specification as a Final Specification in accordance with the applicable procedures approved by the Board of Directors, the Draft Specification shall be made available for review by the Members, and a Member may exclude Essential Claims from its licensing commitment under Section 4 of this IPR Policy by providing written notice of that intent to the Executive Director (“**Exclusion Notice**”). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as applicable, for each of the issued patent(s) or pending patent application(s) that the Member wishes to exclude from the licensing commitment. If an issued patent or pending patent application that may contain Essential Claims is not set forth in an Exclusion Notice properly submitted under this Section 6, those Essential Claims shall continue to be subject to the licensing commitments under this IPR Policy. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Specification whose implementation makes the excluded claim an Essential Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Specification. The Executive Director will publish Exclusion Notices.

6) **No Patent Search Required.** This IPR Policy does not require a Member to perform or conduct patent searches.

7) **No Responsibility for Identifying Patents.** The Me2B Alliance shall not be responsible for identifying Essential Claims or for conducting inquiries into the legal validity or scope of Essential Claims.

///